

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerveceria Polar, C.A.		06/07/2013	CORPORATION: VENEZUELA
RECEIVING PARTY DATA			
Name:	DEUTSCHE TRANSNATIONAL TRUSTEE CORPORATION, INC. as Trustee of the Alpo Trademark Trust		
Street Address:	15 Queen Street		
City:	Charlottetown, Prince Edward Island		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4342907	MALTIN POLAR	
CORRESPONDENCE DATA			
Fax Number:	2038691951		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2038622395		
Email:	rmancuso@wbamct.com		
Correspondent Name:	Richard E. Mancuso		
Address Line 1:	Whitman Breed Abbott & Morgan LLC		
Address Line 2:	500 West Putnam Avenue		
Address Line 4:	Greenwich, CONNECTICUT 06830		
ATTORNEY DOCKET NUMBER:	0014533.0011 POLAR		
DOMESTIC REPRESENTATIVE			
Name:	Richard E. Mancuso		
Address Line 1:	Whitman Breed Abbott & Morgan LLC		

OP \$40.00 4342907

Address Line 2: 500 West Putnam Avenue
Address Line 4: Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER:	Richard E. Mancuso
Signature:	/Richard E. Mancuso/
Date:	06/18/2013

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT, by and between CERVECERIA POLAR, C.A., a Venezuelan company, having its principal place of business at 2da. Avenida de los Cortijos de Lourdes, Edificio Centro Empresarial Polar, Caracas, Venezuela, hereafter and solely for the purposes hereof referred to as the "ASSIGNOR", represented herein by LUIS DANIEL PEROZO, a Venezuelan, of legal age, domiciled in Caracas, bearer of Identity Card No. V-13.463.788, duly authorized to enter into this Agreement pursuant; and, DEUTSCHE TRANSNATIONAL TRUSTEE CORPORATION INC., formerly MORGAN GRENFELL TRANSNATIONAL TRUSTEE CORPORATION INC., formerly WINCHESTER TRANSNATIONAL TRUSTEE CORPORATION INC., a company organized and existing under the laws of the Province of the Island of Prince Edward, Canada, as trustee of the ALPO TRADEMARK TRUST, a trust constituted as of the 26th day of September, 2000 pursuant to the laws of Alberta, Canada, hereafter and solely for the purposes hereof referred to as the "ASSIGNEE", represented herein by JACQUELINE MOREAU AYMARD, of legal age, a Venezuelan, domiciled in Caracas, Bolivarian Republic of Venezuela, bearer of identity card No. V-11.734.571, duly authorized, it is agreed to enter into this Trademark Assignment upon the terms and conditions set forth herein:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark MALTIN POLAR (the "Trademark") in the United States of America including, without limitation, all territories, possessions and commonwealths of the United States of America (the "Territory");

WHEREAS, Assignor is the owner of a federal registration in the Territory for the Trademark issued by the United States Patent and Trademark Office (the "USPTO"), no. 4,342,907 (the "U.S. Registration"); and

WHEREAS, Assignee is desirous of acquiring the Trademark, the U.S. Registration, and all rights related thereto, and Assignor is desirous of assigning the Trademark, the U.S. Registration, and all rights related thereto, to Assignee in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the sum of ONE THOUSAND United States dollars (USD 1,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all right, title and interest in and to (i) the Trademark; (ii) all of the goodwill of the business symbolized by the Trademark; (iii) all registrations, certificates of registration issued therefore including, without limitation, the U.S. Registration, all renewals and extensions thereof, and all pending applications of the Trademark in the Territory and any political subdivision thereof; (iv) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for infringement, unfair competition and/or other claims of every kind and nature relating to the Trademark whether arising prior to or subsequent to the date of

this Trademark Assignment; (v) all income, royalties, and payments of every kind and nature which are or hereafter become due or payable in respect of the Trademark; and (vi) all other rights including, without limitation, all common law rights in, to and/or relating to the Trademark in the Territory (collectively, the "Trademark Rights").

Assignor hereby grants to Assignee the right to record this Trademark Assignment in the USPTO and in the proper office of any political subdivision in the Territory in which the Trademark is registered. Assignor hereby agrees to execute any document and/or instrument which may be reasonably requested by Assignee or required by said offices in order to record this Trademark Assignment and generally do everything reasonably necessary and proper in order to transfer the ownership of and confirm title to Assignee of the Trademark Rights and all other properties and rights related thereto. In furtherance of the foregoing, Assignor hereby constitutes and appoints Assignee its true and lawful attorney-in-fact, for the limited purposes set forth herein, with full power of substitution in Assignor's name and stead, to take any and all steps (including proceeding at law, in equity or otherwise at Assignee's cost and expense), and to execute, acknowledge and deliver any and all documents and/or instruments necessary or expedient in order to vest the Trademarks Rights and all other properties and rights related thereto in Assignee. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

Assignor shall not contest or challenge, or aid any person or entity in contesting or challenging, the validity of the Trademark Rights, Assignee's ownership thereof or this Trademark Assignment.

Assignor represents and warrants to Assignee that: (i) Assignor has good and marketable title to the Trademark Rights; (ii), the Trademark is not subject to any lien, pledge, mortgage, security interest, charge, assignment, title retention or other encumbrances of any kind; (iii) Assignor has all corporate power and authority to enter into and perform this Trademark Assignment and to execute and deliver all documents and instruments required herein; and (iv) this Trademark Assignment and each such document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

This Trademark Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Assignor and Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment this 7 day of June, 2013.

ASSIGNOR

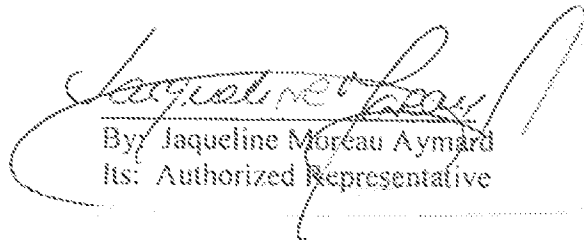
Cerveceria Polar C.A.



By: Luis Daniel Perozo
Its: Authorized Representative

ASSIGNEE

Deutsche Transnational Trustee
Corporation Inc., as trustee of the Alpo
Trademark Trust



By: Jaqueline Moreau Aymard
Its: Authorized Representative